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12/31/99

AGREEMENT
BY AND BETWEEN
CHARTER TOWNSHIP OF LANSING, MICHIGAN
AND
FIREFIGHTERS ASSOCIATION OF MICHIGAN

Effective January 1, 1997 through December 31, 1999

Lansing, Charter Township of

AGREEMENT

Agreement between the Charter Township of Lansing, Michigan and Firefighters Association of Michigan.

This Agreement is entered into between the Charter Township of Lansing, Michigan, a Municipal corporation, hereinafter referred to as the "Township" and the Firefighters Association of Michigan hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to promote sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise hereunder, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours and conditions of employment.

ARTICLE I
RECOGNITION OF THE UNION

- 1.1: Recognition. Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1947, as amended, the Township hereby grants sole and exclusive recognition to the Union for the purpose of collective bargaining for all employees covered by the bargaining unit.
- 1.2: The bargaining unit shall consist of all full-time firemen regularly employed by the Township.

ARTICLE II
MANAGEMENT RIGHTS

- 2.1: The Charter Township of Lansing, Michigan, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States.
- 2.2: Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein, are reserved to and remain vested in the Charter Township of Lansing, Michigan, including, but without limiting the generality of the foregoing, the right:
- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of the services to be rendered, the control of materials, tools and equipment to be used, and the discontinuances of any services, material or

- methods of operation, subject to the specific terms of this Agreement;
- B. To introduce new equipment, methods machinery or process, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
 - C. To purchase any or all work, processes or services, consistent with the terms of this Agreement;
 - D. To determine the number, location and type of facilities and installations;
 - E. To determine the size of the work force and increase or decrease its size;
 - F. To hire, assign and lay off employees;
 - G. To permit municipal employees not included in the bargaining unit to perform bargaining unit work when an emergency exists which places a demand on the Township necessary for the conduct of municipal services when bargaining unit personnel are not reasonably available;
 - H. To direct the work force, assign work and determine the number of employees assigned to operations;
 - I. To establish, change, combine and prescribe and assign job duties, content and classification, and to establish wage rates for any new or change classification, subject to negotiations with the Union;
 - J. To determine lunch, rest periods and cleanup time, the starting and quitting time and the number of hours to be worked;
 - K. To establish work schedules not inconsistent with the terms of this agreement;
 - L. To discipline, demote and discharge employees for just cause;
 - M. To adopt, revise and enforce working rules and carry out cost and general improvement programs, provided that no rule will be adopted without notice to the Union; and its enforcement may be subject to the grievance procedure;

- N. To transfer and promote employees from classification, department or shift to another subject to the specific terms of this Agreement;
- O. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work;

ARTICLE III
UNION SECURITY

3.1: The Employer will not discriminate against any employee because of membership in the Union.

3.2: Checkoff. The Employer agrees to deduct from the regular monthly pay of each Union member who has executed check-off authorization form on file, the Union dues or service charge for the following month subject to all of the following subsections.

3.3: Checkoff Authorization.

- A. The Union shall obtain of its members a completed check-off authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof. The Union shall exclusively use the following check-off authorization form as herein provided for (see attached page).
- B. All check-off authorization forms shall be filed with the Employer's Director of Personnel who may return any incomplete, or incorrectly completed forms to the Union's Treasurer, and no check-off shall be made until such deficiency is corrected.
- C. The Employer shall check-off only obligations which come at the time of check-off and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.
- D. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer's Treasurer, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

3.4: Agency Shop Provisions.

- A. During the term of this Agreement employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership or pay a service charge, the sum to be equivalent to the legally permissible proportionate cost of negotiations and administering the bargaining agreement.
- B. During the term of the Agreement, employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, on or before the 10th day after the 30th day following the beginning of their employment in the unit, shall be required as a condition of continued employment to become and remain members of the union or pay a service charge for representation, the sum to be equivalent to the legally permissible proportionate cost of negotiations and administering the bargaining agreement.
- C. An employee who shall tender a fully executed check-off authorization form for deduction of Union membership dues or the service charge shall be deemed to have met the conditions of this section. An employee who does not have a check-off authorization form in effect and is more than sixty (60) days in arrears in payment of the membership dues or the service charge for representation shall have the service charge amount deducted from his/her pay pursuant to MCLA 408.477; MSA 17.277 (7) at the request of the Union. In the event of any dispute between the employee and the Union regarding the appropriate amount of the service charge, the amount in dispute shall be held in escrow or such other course of action shall be taken as directed by the court.
- D. Employees of the bargaining unit that are represented by the Union shall be determined to be in compliance with this Union security clause if they are not more than sixty (60) days in arrears in payment of the Union dues or service charge.

3.5: Indemnification.

- A. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction

from the employee's pay of Union dues or service charge or membership dues or a sum determined by the Treasurer of the Union to be their fair share for representation. The Employer shall be notified in writing by the Union of any employees in the bargaining unit that are represented by the Union who are sixty (60) days in arrears in payment of the membership dues or service charge for representation.

FIREFIGHTERS ASSOCIATION OF MICHIGAN
CHECK-OFF AUTHORIZATION FORM
CHARTER TOWNSHIP OF LANSING
LANSING, MICHIGAN

_____ Union Membership _____ Service Charge

I hereby request and authorize you to deduct from wages hereafter earned by me while in the Township's employ, my dues or service charge (check one above of \$_____ per month. The amount deducted shall be paid to the Treasurer of the union according to the Agreement reached between the Employer and the Union.

This authorization shall remain in effect until written notice to the Employer's Personnel Office that I request its revocation.

PRINT: LAST NAME FIRST INITIAL

DATE DEDUCTION IS TO START: SIGNATURE

Address

City

ARTICLE IV
UNION BARGAINING COMMITTEE

4.1: The bargaining committee of the Union will include not more than three (3) employees of the Lansing Township Fire Department and may include not more than two (2) non-employee representatives. The Union will furnish the Supervisor with a written list of the Union's employee bargaining committee prior to the first bargaining meeting.

ARTICLE V
LEAVES OF ABSENCE

5.1: Forms. All leaves of absence for employees covered here by shall be initialed by the Fire Chief on a change of status notice form and approved by the Township Supervisor.

5.2: Military Leave. Military leave shall be accorded to employees according to law. A copy of the applicable law shall be provided at the employees request.

5.3: Leaves of Absence. Annually each employee shall be granted paid personal leave in the following amounts:

Firefighter - Two (2) working days
Fire Marshal - Four (4) working days

Personal leave shall be granted pursuant to the following restrictions:

- A. Personal leave must be applied for and approved in advance by the Fire Chief.
- B. Personal leave shall not be granted unless sufficient employees are remaining on duty to adequately staff the Department in the judgment of the Fire Chief.
- C. Effective January 1st, 1995 any unused personal leave time up to a maximum of 24 hours may be carried over to the following year, but the time carried over must be used that following year.

5.4: The Family and Medical Leave Act will be administered according to State and Federal guidelines.

ARTICLE VI
HOLIDAYS

6.1: Employees covered hereby are entitled to a holiday premium of \$125 per each authorized holiday. The authorized holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday (January 15th)	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Easter	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day

6.2: An employee must work in full his last regularly scheduled shift immediately prior to and immediately after the holiday, unless on a paid leave day approved by the Employer.

ARTICLE VII
OTHER AGREEMENTS AND ORGANIZATIONS

7.1: Other Agreements. The Township shall not enter into any agreement with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

7.2: Other Organizations. Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organization represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

7.3: One officer or other representative of the Union shall be afforded time during working hours without loss of pay to fulfill Union responsibilities including processing of grievances and the administration of this Agreement, but only to the extent such activities do not conflict with previously scheduled duties. Union business may be interrupted at any time by fire calls.

ARTICLE VIII
WAGES

8.1: The salary schedule attached hereto as Appendix "A" shall be in effect for the term of this Agreement.

8.2: Any full-time fireman who holds an associates degree in fire science shall receive an educational benefit of \$300.00 per year. All course fees incurred for fire science courses applicable

to a degree shall be reimbursed after successful completion of the course.

8.3: Any full-time fireman with an EMT State License shall receive \$275.00 per calendar year. EMT training is to be provided by the Township.

ARTICLE IX
MAINTENANCE OF CONDITIONS

9.1: The Township agrees to maintain all present conditions of employment that are specifically accorded the employee by prior agreement or memorandum of understanding, where said conditions relating to the vacations, wages, hours and conditions of employment are not in effect by rule, except where said conditions as referred to are modified by this Agreement and in such event, this Agreement shall control.

9.2: Relations to Regulations, etc. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the Township, appropriate Township amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

ARTICLE X
GENERAL

10.1: Separability. This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Township, the Union, and the employees in the bargaining unit; and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE XI
DURATION

11.1: Duration. This Agreement shall be effective January 1, 1997 and shall remain in force and effect to and including December 31, 1999, provided that Article XVII, section 17.4 as modified by the Letter of Agreement dated March 22, 1993 which continues in effect from January 1, 1994 until December 31, 1999.

11.2: Future Negotiations. The parties agree that, commencing no later than July 1st of the year in which the contract expires, they will undertake negotiations for a new Agreement for a succeeding period.

11.3: Extension. In the event that negotiations extend beyond said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending Agreement upon a new contract, subject to termination of either party of three (3) days written notice, except as provided in Section 4 hereof.

11.4: The Union recognizes that strikes or work stoppages are contrary to law and public policy. The Township Board and the Union subscribe to the principle that differences shall be resolved by appropriate peaceful means in keeping with the concept of public service, without interruption of fire protection at normally prevailing levels. Accordingly, the Union agrees that during the term of this Agreement or if this Agreement shall expire and there shall be no controlling Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Township Board by any fireman or group of firemen.

11.5: The Township agrees there will be no lockouts.

ARTICLE XII INSURANCE

12.1: The Employer shall make full payment of monthly premiums toward health insurance coverage for the employee and his/her eligible family members through the plan described in Appendix B of this Agreement.

12.2: The Employer will make full payment of premiums to provide dental care insurance and vision care insurance for the employee and his/her eligible family members through the plan described in Appendix B.

12.3: The Employer may change insurance carriers; however, the Employer shall first notify the Union in writing that it wishes to change carriers, at least three (3) months prior to any anticipated change. Any such change shall not substantially affect the present level of such coverage.

12.4: The Employer may offer a Flex Benefits Plan affording employees the option of waiving health insurance, dental insurance or both for additional compensation equal to not less than one-half (1/2) of the amount of premium to which the employee would otherwise have been eligible for payment from the Employer for the health insurance and/or dental insurance coverage waived.

12.5: The Township shall obtain for each employee life insurance of \$25,000, the premium of which is to be paid in full by the Township. This insurance shall provide for double indemnity for accidental death, whether occurring on duty or off duty.

12.6: Effective January 1, 1997, the Township shall pay the following percentage amounts of premium cost of providing health insurance coverage for retiree and spouse upon the employee's normal retirement following the employee's 55th birthday.

Health insurance coverage shall be that as defined in Appendix B of the agreement as follows:

15 years of service = 40%

The Township shall contribute a dollar amount equal to 40% of the then-current insurance rate for 2-party coverage.

20 years of service = 50%

The Township shall contribute a dollar amount equal to 50% of the then-current insurance rate for 2-party coverage.

25 years of service = 75%

The Township shall contribute a dollar amount equal to 75% of the then-current insurance rate for 2-party coverage.

The Township shall not be required to extend this benefit to surviving spouses of retirees.

At any time that the retiree and/or spouse is eligible for Medicare, the liability of the Employer shall be limited to providing the Medicare filler at the same premium percentage amounts that were provided prior to employee and/or spouse becoming eligible for Medicare. The Medicare filler shall be defined as the amount of coverage necessary to fill the difference between Medicare coverage and the level of coverage described in Appendix B of this agreement.

12.7: The Township agrees to maintain its present errors and omissions insurance policy, provided that coverage is available at a reasonable premium amount. If the Township determines to discontinue its errors and omissions insurance coverage due to the

above conditions, it is agreed that the Union has the right to re-open negotiations on this issue.

12.8: Effective April 1, 1995 the employer shall provide a Long Term Disability Plan that provides sixty-six and two thirds percent (66 2/3%) of the first \$7,500 of monthly earnings with a maximum monthly benefit of \$5,000. There is a 180 day waiting period with a maximum payable benefit until age 65.

ARTICLE XIII SICK LEAVE

13.1: Employee may utilize sick leave for absence due to their illness, or the illness of one of their immediate family members residing in the same household which necessitates absence from work. A maximum of two days per year will be allowed for family member illness and a medical certificate confirming the illness must be provided if required by the Township.

13.2: Employees may accrue sick leave on the basis of one (1) sick leave day per month of service, but no less than three (3) sick leave days at the commencement of employment and not to exceed fifteen (15) sick leave days for the first year of employment and a maximum of twelve (12) days per year thereafter.

13.3: Sick leave accruing at an employee's credit which is not used during the year in which it is earned may accumulate from year to year to a maximum of seventy-three (73) duty days for 24-hour personnel. The Fire Marshal may accumulate a maximum of 110 duty days. Effective beginning with the 1991 contract year, and each year thereafter, an employee shall be paid at the end of year twenty-five percent (25%) of his/her unused sick leave in excess of the maximum accumulation allowed.

13.4: Sick leave shall be granted on the basis of time actually used, in minimum increments of one (1) hour.

13.5: When an employee is not able to report to work due to illness or injury, he shall notify his station officer as soon as possible. A physician's certificate or other satisfactory evidence of illness and recovery may be required by the Chief before the member returns to duty, however, the above-referenced regulation shall not be deemed as barring the Chief from reviewing any case or granting such concessions as he deems fit.

13.6: Sick leave is any period during which a member is incapacitated by illness or injury.

13.7: Injury leave is any period during which a member is incapacitated by reason of injuries or illness arising in the course and as a result of his Department employment.

13.8: A firefighter may use his accumulated sick time and/or vacation time to supplement the difference between the Worker's Compensation check and his normal take-home pay for an on-the-job injury, after the expiration of his supplemental benefits provided for in Article XXX.

ARTICLE XIV
FUNERAL LEAVE

14.1: A member shall be granted time off with pay from notification of death until the work day after the funeral when a member of his immediate family dies.

14.2: Reasonable time off, with pay, will be granted when the funeral is out of town, but not to exceed three (3) days.

14.3: The immediate family shall mean: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, grandparents, grandparents-in-law, grandchildren, or any other person living in the same household. In the discretion of the Chief, and/or Supervisor in the Chief's absence, other persons living in the household of the employee may be included.

ARTICLE XV
FIRE MARSHAL

15.1: Hours of Work. The Fire Marshal will normally work between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The Fire Marshal will work emergency call outs when requested, and occasionally twenty-four (24) hour shifts and fill in due to absences caused by vacation, personal leave, etc.

15.2: Transportation. A car shall be furnished by the Employer for Fire Department use.

15.3: The Fire Marshal will be granted all other benefits and conditions to members of the bargaining unit.

15.4: The Township may combine the duties of Fire Marshal with those of the Fire Chief. When the duties of the Fire Marshal are performed by the Fire Chief, those duties shall not constitute bargaining unit work and the provisions of this Article shall not apply. However, when the duties of Fire Marshal are performed as a separate position, the duties shall be bargaining unit work and the provisions of this Article shall apply.

ARTICLE XVI
GRIEVANCE AND ARBITRATION

16.1: Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

Step 1. An aggrieved employee through the Union, or the Union in behalf of one or more employees or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief of the Department, or in the absence of the Chief to the Township Supervisor, within ten (10) calendar days after the occurrence or omission giving rise to the grievance. The Chief (or Township Supervisor) shall reply within ten (10) calendar days thereafter. No grievance will be considered or discussed which is presented later than ten (10) calendar days after knowledge or such has happened, with the exception of wage claims which shall be presented no later than thirty (30) calendar days.

Step 2. If the matter is not satisfactorily resolved in the first step, the Union may appeal in writing to the Public Safety Committee of which the Township Supervisor shall be deemed to be the Chairman for purposes of processing grievances. That appeal shall be filed within ten (10) calendar days following the reply of the Chief, (or Township Supervisor) or if no reply has been received from the Chief (or Township Supervisor) within ten (10) calendar days following submission of the grievance under Step 1, within the next ten (10) days. The Public Safety Committee Chairman shall reply in writing within ten (10) days thereafter.

Step 3. If the matter is not satisfactorily resolved in the second step, the Union may appeal in writing to the Township Board, within ten (10) days following the written decision of the Public Safety Committee, or if no reply has been received from the Public Safety Committee within ten (10) days following the submission of the appeal under Step 2, within the next ten (10) days. Such appeal shall be filed with the Township Clerk and the ten (10) day period within which the Township Board must answer will commence beginning with the date of the next regularly scheduled Township Board meeting. The grievance hearing before the Township shall be held in a closed session if permitted by the Open Meetings Act.

Step 4. If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may within ten (10) calendar days request arbitration in writing. The

other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within ten (10) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file the demand for arbitration with the American Arbitration Association in accordance with the then applicable rules of the Association. The expenses of the arbitrator, excepting the parties own expenses, shall be borne equally by the Union and the Township.

- A. The authority of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement. The arbitrator shall have no authority to add to, subtract from, modify, alter, amend, or ignore any of the terms of this Agreement.
- B. The arbitrator shall have no power to decide questions concerning discharge or discipline of probationary employees.
- C. In case of improper discipline or discharge the arbitrator shall have the power to order back-pay when pay has been lost due to an improper discharge or discipline, taking into account compensation earned elsewhere during the period in question which would not have been earned otherwise.
- D. The award of the arbitrator shall be final and binding on the parties and affected employees subject only to review by the courts of the State of Michigan.

16.2: No grievance shall be initiated without the consent of the individual involved.

ARTICLE XVII
WORK WEEK

17.1: The duty week for the Fire Fighting Division shall be an average of fifty-six (56) hours per week, three (3) platoon schedule. A duty day shall begin at 7:00 a.m. and end at 7:00 a.m. the following day. The Township shall have the option of changing starting time subject to negotiation.

17.2: Fifty-six (56) hour employees who, having reported to work, are required to remain on duty for a period in excess of twenty-four (24) consecutive hours shall be paid at the rate of time and one-half (1-1/2) the regularly hourly rate of pay for the

hours worked in excess of said twenty-four (24) consecutive hours with a one (1) hour minimum payment.

17.3: Employees who are called back to duty during scheduled off duty time shall be compensated for a minimum of two (2) hours at one and one-half (1-1/2) times the regular hourly rate.

17.4: The Township agrees that during the term of this Agreement there shall not be less than four (4) full-time firefighters on duty twenty-four (24) hours a day on all days. ✓

17.5: Any training or meeting that is deemed mandatory by the Fire Chief must be attended by all of the bargaining unit, whether on or off duty. This is to include recertification of certificates or licenses. All off-duty personnel attending will be compensated in accordance with the contract. ✓

ARTICLE XVIII
JURY DUTY AND WITNESS PAY SUPPLEMENT

18.1: During the period when an employee is performing jury duty service the Township will pay him the difference, if any, between his fees for jury duty service and the pay he would have received had he worked his scheduled shifts during his period of jury duty, provided that the employee gives the Township Supervisor or the Fire Chief or their designee prompt notice of his call for jury duty service, and thereafter, provides evidence of his performance of jury duty service and of the payment he received for it.

18.2: The Township will pay an off-duty employee who is required, as a result of being served with a subpoena, to serve as a witness in conjunction with his Lansing Township duties, at the rate of time and one-half (1-1/2) his regular hourly rate for all time so served, with a two-hour minimum, minus any monies received from the Court for such witness service.

ARTICLE XIX
MISCELLANEOUS

19.1: Address and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the payroll, shall keep the Township currently advised of his correct mailing address and his telephone number.

A. In the case of an employee on the Township's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the

- clerk's office or fire headquarters and returns such form there, duty completed.
- B. In the case of an employee off the Township's active payroll (such as layoff, leave of absence, vacation, etc.) notice of the change of address or the telephone number shall be deemed given only if the employee follows the procedure above or gives notice by registered mail or receipted mail addressed to "Township Clerk Lansing Township Hall, Lansing, Michigan."
- C. The Township shall be entitled to rely on the last address and telephone number furnished to it by an employee.

19.2: Bulletin Boards. The Township shall provide bulletin board space of not less than six (6) square feet at each of the Township's fire stations for the posting of notices and communications regarding union business and for reasonable use by the members of the bargaining unit. The Township reserves the right to prohibit and remove any such communications which are illegal, inflammatory and/or disruptive of the normal operation of the fire station as permitted by law.

19.3: Effect of Invalidity of Provisions in this Agreement. If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect. In the event any provision of this contract shall be determined to be illegal as provided in this section, negotiations with respect to the provision may commence within thirty (30) days from the determination.

19.4: As of January 1, 1997, all new fire vehicles purchased by the Township of Lansing will be equipped with air conditioning. ✓

ARTICLE XX
SENIORITY

20.1: New employees hired in the Department shall be probationary employees for the first year of their employment. When an employee completes the probationary period, he shall be entered on the seniority list and his seniority shall be continuous from his date of hire.

20.2: The Union shall represent all employees of the Fire Department, including probationary employees. Probationary employees shall not be entitled to the grievance procedure for discharge or discipline.

20.3: Seniority shall be on a Department-wide basis in accordance with employees last date of hire in the Lansing Township Fire Department or date of last transfer to the Lansing Township Fire Department.

20.4: Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

20.5: The seniority list of the date of this Agreement will show the names and dates of all employees of this unit entitled to seniority.

20.6: The Employer will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies of the list in December and June of each year.

20.7: Once the overtime board has been exhausted and there are no full-time personnel available to work, the Fire Chief may declare a staffing emergency and, after notifying a member of the Union's Executive Board, the Fire Chief has the authority to call back the lowest seniority firefighter to work the designated hours.

If that person is not available then he will continue up the seniority list to fill the opening. The responding person will then be charged the hours worked on the overtime board. All wages will be paid at existing call-back and overtime wages.

20.8: Any new employee hired after January 1, 1986, shall have and maintain an EMT license.

ARTICLE XXI
LOSS OF SENIORITY

21.1: An employee shall lose his seniority for the following reasons only:

- A. He quits.
- B. He is discharged.
- C. He is absent for one (1) working day without notifying the Employer without reasonable excuse. After such absence, the Employer will send written notification to the employee at his last known address that his employment has been terminated. If the disposition made of any such case is not

satisfactory to the employee, the matter may be referred to the grievance procedure.

- D. If he transfers to another job in the Township outside of the Fire Department.
- E. If he is laid off and is not recalled within eighteen (18) months from the date of layoff.
 - 1. Layoff and Recall by Seniority. Low seniority first for layoff and high seniority first for recall - with eighteen (18) months limit for recall without loss in seniority.

ARTICLE XXII
LONGEVITY PAY

22.1: In addition to the salary set forth in Appendix "A", employees shall receive longevity pay as follows:

2% of base pay after 5 years of service; 4% of base pay after 10 years of service; 6% of base pay after 15 years of service; 8% of base pay after 20 years of service; 10% of base pay after 25 years of service.

- A. Employees shall become eligible to earn their first longevity step upon completion of five (5) years of service.
- B. Employees who become eligible to receive longevity pay shall receive such longevity increment on the first pay period next following the anniversary date on which the said employee became eligible and on the first pay period next following the anniversary date of such year thereafter.
- C. Longevity shall be subject to payment upon a maximum of \$20,000 as of January 1st, 1995.

ARTICLE XXIII
VACATIONS

23.1: Personnel having completed one (1) year of service will be credited with three (3) duty days or 72 hours vacation; personnel having completed two (2) years of service will be credited with six (6) duty days or 144 hours vacation; personnel having completed eight (8) years of service will be credited with nine (9) duty days or 216 hours vacation and personnel having completed twelve (12) years service will be credited with twelve (12) duty day or 288 hours vacation.

23.2: Vacations may start on any weekday subject to prior scheduling in accordance with the rules and regulations of the department.

23.3: Vacations may be taken in time increments of no less than four (4) hours subject to prior approval of the Fire Chief or Township Supervisor.

23.4: Effective January 1st, 1995 any employee shall have the option to carry over up to a maximum of 72 hours of vacation from anniversary date to anniversary date or at the end of the employee's anniversary year sell back up to a maximum of 72 hours of vacation time back to the Township at the employee's straight time hourly rate.

ARTICLE XXIV
UNION STEWARDS

24.1: Employees covered hereby will be represented by Stewards. There shall be one (1) Steward on each shift. In the absence of a Steward, the Union's President or Vice President may appoint alternate Stewards by notifying the Fire Chief in writing.

ARTICLE XXV
CLOTHING

25.1: The Employer agrees to furnish the original issue of work clothes and further agrees to replace original issue as needed. Original issue to include four (4) work shirts, four (4) work pants and one (1) black leather belt. One (1) pair of shoes will be provided as needed.

25.2: The Township shall also provide winter jackets.

25.3: The Township shall provide one (1) turnout coat per quarter until all full-time firemen are provided with a new turnout coat meeting Federal standards.

25.4: The Township shall provide one (1) pair of bunker pants to each employee.

25.5: The Township shall provide a washer/dryer and appropriate detergents at each station or a laundry service or other suitable means for the cleaning of clothing worn by the firefighter while on duty and soiled by bodily fluids, blood, saliva, and/or regurgitated or excretory matter of those persons attended to by the firefighter in the line of duty.

25.6: Effective January 1st, 1995 the employer shall pay the sum of \$300.00 to each employee per year for a cleaning allowance payable in the first pay period of June of each year.

ON

25.7: The Township will provide four (4) work t-shirts per year with the Fire Chief's approval of the logo. /

25.8: Beginning January 1, 1997, the Township shall provide each full-time firefighter with a personal Scott Airmask. /

ARTICLE XXVI
NON-DISCRIMINATION

26.1: No person employed by the Fire Department nor applicants for Fire Department employment shall be discriminated against because of sex, race, creed, color or national origin.

26.2: Membership in the Union shall be open to every employee in the bargaining unit covered by this Agreement on a non-discriminatory basis.

ARTICLE XXVII
SPECIAL CONFERENCES

27.1: Special conferences for important matters will be arranged between the Local Union President and the Township Supervisor, or his designated representative, upon request of either party. Such meeting shall be between one (1) or more representatives of the Township and one (1) or more representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda, unless both parties agree to include other items. The members of the Union attending such a conference shall receive their regular pay if then on duty. Such conferences may be attended by representatives of the State and/or International Union.

ARTICLE XXVIII
WAIVER

28.1: Parties hereto agree that during the negotiations pursuant to which this Agreement was reached, each party had a full and adequate opportunity to discuss and negotiate all matters which are or may have been subject to negotiation. To the extent that any such matters are not included herein the parties hereby waive the right to reopen negotiations.

28.2: In the event that either party wishes to reopen the contract with respect to any provision which does not expressly provide for reopening the contract during the term of this contract or for any additional provisions which a party may wish to have

added to the contract, such renegotiations shall occur in accordance with the following procedure:

- A. Written notice of request to reopen must be served on the Chief Executive Officer, of either the Union or the Township.
- B. The notice shall state specifically matters to be discussed during supplementary negotiations and no expansion into other areas shall be permitted. Reopened negotiations shall only be commenced upon mutual agreement of the parties within ten (10) days after receipt of notice of request to reopen.
- C. In the event that the contract is reopened for partial negotiations or renegotiation, any agreement must be reached within thirty (30) days and if no agreement can be reached within thirty (30) days then no further negotiations shall take place except upon mutual consent of the parties.

ARTICLE XXIX
RETIREMENT

29.1: The Township shall provide retirement contributions from the effective date of this Agreement of fifteen percent (15%) of base salary up to a maximum base salary of \$30,000, provided that any employee whose base salary exceeds \$30,000 shall continue to have the retirement contribution made on his behalf by the Township based upon a base salary of \$30,000. Effective January 1st, 1995 the maximum base amount shall be raised to \$32,500.

29.2: Upon death or retirement, the Township agrees to pay for fifty percent (50%) minus three (3) duty days, of the maximum accumulated sick leave. This payment shall be at the employee's current rate of pay. Example: (50% of 48 duty days = 24 minus 3 = 21 duty days pay out.)

29.3: As of January 1, 1997, the Township pension plan will continue to require that all employees have the same coverage, including caps and benefits. ✓

29.4: As of January 1, 1997, the firefighters union shall have the right to have one (1) union member appointed to the Township Pension Board. ✓

ARTICLE XXX
WORKER'S COMPENSATION

30.1: An employee injured in the performance of his duties for the Charter Township shall be entitled to a supplement of the difference between weekly take home pay and Worker's Compensation if he is disabled and unable to perform his work assignment and is placed upon Worker's Compensation. Supplement shall be limited to one hundred eighty (180) days or six (6) months from the date of injury. Coverage shall always equal 100% of the take home pay for on-the-job injuries for the first year.

ARTICLE XXXI
FIRE CHIEF

31.1: In the absence of an appointed Fire Chief, all references to "Fire Chief" or "Chief" in the contract by and between the Township and the Union shall be read to mean the Supervisor of the Township or such person with authority to act in his stead in his absence.

ARTICLE XXXII
DAMAGED PROPERTY

32.1: In the event a fireman damages his watch, glasses or contact lenses in the line of duty, he shall be entitled to repair or replacement of the glasses or contact lenses not to exceed a cost of \$125.00 per pair and reimbursement to a maximum of \$50.00 for damages to a watch.

ARTICLE XXXIII
DISCIPLINE AND DISCHARGE

33.1: Discipline is primarily the responsibility of the Fire Chief. Discipline shall be positive, developmental, and progressive in nature. When the Chief feels that the positive and developmental and progressive discipline has not succeeded in solving the problem, further punishment, up to and including discharge may be necessary for alleged violations of department rules and regulations. Such punishment, discipline, demotion or discharge shall be imposed by the Chief or his designee.

33.2: All disciplinary actions shall be for just cause.

FIREFIGHTERS ASSOCIATION
OF MICHIGAN

Thomas Coffey
Ralph [unclear]

Date: 12-16-96

CHARTER TOWNSHIP OF LANSING

John Daker
Louise Johnson

Date: Dec 16, 1996

APPENDIX "A"

WAGES

<u>YEARS OF SERVICE</u>	(3%) (4%) EFFECTIVE <u>01/01/97</u>	(4%) EFFECTIVE <u>01/01/98</u>	(4%) EFFECTIVE <u>01/01/99</u>
0-1/2	\$26,251.48	\$27,301.54	\$28,393.61
1/2-1	\$29,815.69	\$31,008.32	\$32,248.66
1-2	\$30,964.35	\$32,202.93	\$33,491.05
2-3	\$31,614.53	\$32,879.12	\$34,194.26
3-4	\$32,188.86	\$33,476.41	\$34,815.47
Engineer	\$33,661.28	\$35,007.74	\$36,408.03
Lieutenant	\$34,988.19	\$36,387.72	\$37,843.23
Captain	\$35,749.04	\$37,179.01	\$38,666.17
Fire Marshal	\$36,045.02	\$37,486.62	\$38,986.09
Deputy Chief	\$36,908.92	\$38,385.27	\$39,920.68

APPENDIX "B"

DESCRIPTION OF INSURANCE PLANS

A. Physicians Health Plan Plus \$1001-311-11010

Employer will pay 75% of the cost of syringes and test strips for diabetics.

Vision. Employer will pay 50% of the cost of lenses up to a maximum of \$100.00 every two years and will pay up to \$35.00 of the cost for contact lenses and frames every two years.

Bills to be submitted to Clerk's office for payment.

B. United Health & Life Dental Insurance

Employer will pay 25% of reasonable and customary fees for crowns and inlays to make up for the difference in United Health & Life Insurance Coverage (50%) and present coverage (75%).

LETTER OF UNDERSTANDING

BETWEEN

CHARTER TOWNSHIP OF LANSING

AND THE

FIREFIGHTERS ASSOCIATION OF MICHIGAN

That the parties agree to the following:

In accordance to Article XV, Section 1.

All efforts in use of the overtime board shall be exhausted first before the Fire Marshal shall be placed on a 24-hour shift.

If the Chief of the Department declares an emergency, the Chief of the Department shall notify a member of the Executive Board of the Union and explain the reason for declaring an emergency.

FIREFIGHTERS ASSOCIATION
OF MICHIGAN

Thomas Cuff
Paul R. [Signature]

Date: 12-16-96

CHARTER TOWNSHIP OF LANSING

John Daker
[Signature]

Date: Dec 16.1996

LETTER OF UNDERSTANDING

BETWEEN

CHARTER TOWNSHIP OF LANSING

AND THE

FIREFIGHTERS ASSOCIATION OF MICHIGAN

The parties agree to the following:

1. Article XVII, section 1 of the agreement shall be modified to permit the Township to establish one position in the Fire Fighting Division on a fifty (50) hour work week, from Monday through Friday, from 7:00 a.m. to 5:00 p.m. This position will be offered first to all employees, including officers, in the Fire Fighting Division in order of seniority with the employee with greatest seniority being first offered the position.

2. The 50-hour employee shall be entitled to, and shall receive, the same benefits as a regular fire fighter, with the following exceptions:

- A. He shall be entitled to receive one (1) ten (10) hour day per month, to a maximum accumulation of one hundred ten (110) ten (10) hour days as provided in Article XIII of the agreement.
- B. He shall be entitled to receive Holiday Pay under Article VI of the agreement only if he works six out of the twelve holidays specified. The 50-hour employee shall have his choice as to whether or not to work on a holiday, provided that any holiday in which he chooses to work must fall within his regular work week of Monday through Friday.
- C. He shall be entitled to receive a maximum of four (4) days per year for personal business leave as provided in Article V of the agreement.


3. If a 24-hour fire fighter accepts the 50-hour fire fighter position, he shall retain this current rank and pay scale and shall be permitted to transfer all of his accumulated hours of sick leave to his new position, provided that if in this position his accumulated hours of sick leave fall below the maximum accumulation contractually permitted for the 50-hour position, he only shall be permitted to again earn up to that maximum accumulation in the future.


4. The employee holding the 50-hour position shall be called in for overtime only when all other efforts to fill the overtime requirements have been exhausted.

5. In the event the Township exercises its rights contained in Article II of the Agreement and/or through layoff or attrition, the current level of staffing of four (4) full-time 24-hour fire fighters per shift (three shifts) and one (1) Fire Marshal with the total being thirteen (13) full-time fire fighters, is reduced, then the 50-hour fire fighter position is eliminated. In the event the 50-hour fire fighter position is eliminated, the person in the 50-hour fire fighter position is eliminated, the person in the 50-hour fire fighter position at that time shall have the right to retain his/her current rank and pay scale and shall be permitted to transfer all of his/her accumulated hours of sick leave to any 24-hour position which he/she has a right to assume pursuant to the seniority rights provisions contained in Article XX of the agreement.

6. The 50-hour fire fighter will be given the first opportunity to fill permanent vacancies in 24 hour positions.


FIREFIGHTERS ASSOCIATION
OF MICHIGAN

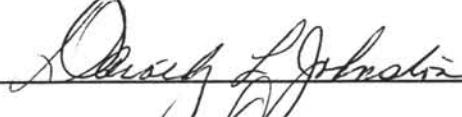




Date: 12/16/96

CHARTER TOWNSHIP OF LANSING





Date: Dec 16, 1996

LETTER OF UNDERSTANDING

BETWEEN

CHARTER TOWNSHIP OF LANSING

AND THE

FIREFIGHTERS ASSOCIATION OF MICHIGAN

The parties agree to the following:

In accordance to Article XVII, Section 4.

Lansing Township will maintain four (4) men on duty Monday through Friday during the hours of 7:00 a.m. to 5:00 p.m.

The Chief will use the overtime board in the event of any callback to cover a shift.

In the event that full-time firefighters are unavailable or refuse the call-back, the Chief may utilize Lansing Township part-time personnel to cover the shift.

FIREFIGHTERS ASSOCIATION
OF MICHIGAN

Thomas C. [Signature]
[Signature]

Date: 12-16-96

CHARTER TOWNSHIP OF LANSING

John Daker
[Signature]

Date: Dec 16, 1996

MEMORANDUM OF AGREEMENT

Re: Fire Marshal Duties

It is hereby agreed by and between the Charter Township of Lansing ("Township") and the Firefighters Association of Michigan ("Union") as follows:

The Township shall have the option to combine the duties of the Fire Marshal with those of the Fire Chief. When the Fire Marshal duties are performed by the Fire Chief those duties shall be duties of the Fire Chief outside of the bargaining unit and shall not be governed by the terms of the Master Agreement. If the Township determines that the duties of the Fire Marshall are to be performed as a separate position, the Fire Marshal position shall be a bargaining unit position governed by the terms of the Master Agreement.

This agreement between the Township and the Union is entered into this _____ day of _____, 19__ by and between the undersigned parties whose authorized agents have affixed their signature as follows:

FIREFIGHTERS ASSOCIATION
OF MICHIGAN

Thomas Coffey
Robert [unclear]

Date: 12-16-96

CHARTER TOWNSHIP OF LANSING

John Daker
Deborah Johnston

Date: Dec 16, 1996

MEMORANDUM OF AGREEMENT

Re: Promotion to Fire Chief

It is hereby agreed by and between the Charter Township of Lansing ("Township") and the Firefighters Association of Michigan ("Union") as follows:

Should a member of the bargaining unit be promoted by the Township to the position of Fire Chief and later resigns or is discontinued by the Township from the position of Fire Chief, that bargaining unit member shall be able to return to the bargaining unit ranks according to his/her seniority rights previously acquired prior to the promotion of Fire Chief.

This agreement between the Township and the Union is entered into this 16th day of Dec, 1996 by and between the undersigned parties whose authorized agents have affixed their signatures as follows:

FIREFIGHTERS ASSOCIATION
OF MICHIGAN

Thomas Cuff
Paul H. Lewis

Date: 12-16-96

CHARTER TOWNSHIP OF LANSING

John Daker
Deborah J. J. J. J.

Date: Dec 16, 1996